

AUTHORIZING AGREEMENTS FOR AVIATION AND STORAGE TANK LIABILITY INSURANCE COVERAGE EFFECTIVE JANUARY 1, 2025, THROUGH JANUARY 1, 2026, IN THE AMOUNT OF \$39,215.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City's insurance broker obtained quotes to renew the City's aviation and storage tank liability insurance coverages for FY2025 per the attached and incorporated Group Exhibit A (the "Quotes"); and

WHEREAS, the City's corporate authorities find that approving the Quotes is in the City's best interests for the protection of the public health, morals and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals to this resolution are true, material, adopted and incorporated as Section 1 to this resolution.

SECTION 2: The City's corporate authorities approve and authorize: (1) the Quotes; and (2) the City Manager's negotiation and execution of agreements for the Quotes including the following insurance coverages:

Coverage Parts	Premium
Aviation Policy	\$31,650
Storage Tank Liability Policy	\$ 7,565
Total Annual Premium	\$39,215

SECTION 3: This resolution shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 13th day of January 2025 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Powell, Verbic, Barnes. Nay: None. Absent: Walker.




COHEN BARNES, Mayor

ATTEST:


Ruth A. Scott, Executive Assistant



Morris Plains, NJ
Underwriter: John Limon
Telephone: (312) 429 3184
Fax:
Email: JLimon@global-aero.com

Quote No: Q522191
Quote Date: December 03, 2024

Quotation is valid until January 01, 2025

Applicant: **CITY OF DEKALB**
164 E. LINCOLN HWY.
DEKALB, IL 60115

Producer: STERLING AVIATION MARKETS, INC.
Contact: P.O. BOX 13471
CHICAGO, IL 60613
CHRISTOPHER HOWARD

Coverage Dates: From: January 01, 2025 To: January 01, 2026
This insurance shall commence and cease on the dates shown at 12:01 A.M. local time at the address of the Applicant

Insurance Quote
AVIATION GROUND OPERATIONS LIABILITY INSURANCE
(AGL Policy Form)

Insurance applies to the insured's declared aviation operations. See the policy form and any accompanying endorsements for complete coverage details.

PLEASE NOTE: The following separate licensed insurers, whose liability is several and not joint, provide the insurance afforded by policies issued through Global Aerospace, Inc.

American Alternative Insurance Corporation Wilmington, Delaware	59.24%
American Commerce Insurance Company Columbus, Ohio	10.00%
National Indemnity Company Omaha, Nebraska	18.39%
Tokio Marine America Insurance Company New York, New York	12.37%

Coverage(s) and Limit(s):

Location of aviation premises you own, rent, or occupy:

Aviation premises at KDKB airport.

Form of Business: Other Organization

Supplemental Policy Information:

Number of days for Cancellation Notice:

Reasons other than non-payment

Non-payment

30

10

Endorsements:

E041 Electronic Data Event Liability Exclusion

C025 Electronic Date Recognition Exclusion Limited Coverage

D004 TRIA Disclosure

S008 Mandatory Notice for Illinois Policy Holders

Payment Plan:

100% of the Annual Premium Due on Inception

Underwriter's Remarks:

All terms and conditions are per expiring policy number 9030927; except as otherwise noted herein.

- HK deductibles: \$10k

Special Notices:

- State Amendatory Endorsement and Disclosure notice included as required.
- This quotation does not apply to the extent that trade or economic sanctions or other laws or regulations prohibits Global Aerospace from offering or providing insurance. To the extent any such prohibitions apply, this policy is void ab initio.
- The producer warrants that they are properly licensed to solicit or sell insurance, as applicable, in their state of domicile and in all other jurisdictions where they transact business.
- It is the producer's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Dated:

December 03, 2024

Underwriter:A handwritten signature in black ink that reads "John Lina III". The signature is written in a cursive, flowing style with a large, stylized "J" and "L".



2025

	Location MISC AIRPORT 139 AIRPORT A: LESS THAN OR = 500K COM PAX MOV
Liability Limit(s):	Liability Limit(s):
Each Occurrence	\$20,000,000
Damage to Premises Rented to you	\$250,000
Medical Expenses (Any one person)	\$5,000
Personal and Advertising Injury Aggregate	\$20,000,000
General Aggregate	Not Applicable
Products Completed Operations Aggregate	\$20,000,000
Hangarkeepers' Each Accident	\$20,000,000
Hangarkeepers' Each Aircraft	\$20,000,000
Contractual Each Occurrence	\$20,000,000
War Risk Liability	Not Covered
Total Annual Premium	\$29,560

Deductibles:

Coverage A	Amount and Basis of Deductible	
Bodily Injury Liability	Not Applicable	per claim
	Not Applicable	per <i>occurrence</i>
Property Damage Liability	Not Applicable	per claim
	Not Applicable	per <i>occurrence</i>
Combined Bodily Injury and Property Damage Liability	Not Applicable	per claim
	Not Applicable	per <i>occurrence</i>
Coverage B		
Personal and Advertising Injury Liability	Not Applicable	per claim
		per <i>offense</i>
Coverage D		
Hangarkeepers' Liability	\$10,000	per <i>aircraft</i>
	Not Applicable	per accident
Coverages A, B and D Combined	Not Applicable	annual aggregate

Total Annual Premium: **\$29,560.00**

TERRORISM RISK INSURANCE ACT OF 2002
(As amended and extended by

The Terrorism Risk Insurance Extension Act of 2005 and The Terrorism Risk Insurance Program Reauthorization Acts of 2007, 2015 and 2019)

NOTICE TO PRODUCER: The applicant must be made aware of the opportunity to purchase the coverage contained in the Applicant Disclosure described below. Any request from you to bind the coverage offered in this quote must include advice to us regarding the applicant's choice for terrorism insurance coverage. The premium stated in the disclosure is for terrorism insurance coverage only.

APPLICANT DISCLOSURE: NOTICE AND OFFER OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, hereinafter referred to as 'the Act,' you have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act*: "The term "act of terrorism" means any act that is certified by the Secretary of the Treasury — in consultation with the Secretary of Homeland Security, and the Attorney General of the United States — to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion."

PURCHASE OF THE INSURANCE OFFERED IN THIS DISCLOSURE HAS THE EFFECT OF **NULLIFYING TERRORISM EXCLUSIONS** CONTAINED IN NEW OR RENEWAL POLICIES FOR ACTS OF TERRORISM, *AS DEFINED IN THE ACT*. HOWEVER, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED, AND YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS THAT MIGHT AFFECT YOUR COVERAGE. IF THIS COVERAGE IS NOT PURCHASED, THE COVERAGE AFFORDED BY THE POLICY WILL BE THAT WHICH WOULD APPLY IN THE ABSENCE OF THE ACT.

IF PURCHASED, COVERAGE AFFORDED FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM MAY BE PARTIALLY REIMBURSED BY THE U.S. GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, IF THE AGGREGATE INSURED LOSSES EXCEED A TRIGGER AMOUNT (\$200,000,000 BEGINNING ON JANUARY 1, 2020), THE U.S. GOVERNMENT GENERALLY PAYS A PERCENTAGE (80% BEGINNING ON JANUARY 1, 2020) OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGE FOR THIS COVERAGE DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE U.S. GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A PROGRAM CAP OF \$100,000,000,000 THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ONE CALENDAR YEAR EXCEEDS THE PROGRAM CAP. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS THE PROGRAM CAP, YOUR COVERAGE MAY BE REDUCED.

PREMIUM FOR TERRORISM INSURANCE COVERAGE (which is in addition to the "Total Premium", and is subject to any applicable state taxes and surcharges)

Liability	\$22,170
Hull	Not Covered
Total	\$22,170

In accordance with the provisions of the Act, the Terrorism Risk Insurance Program shall terminate on December 31, 2027. Unless the program is renewed, extended or otherwise continued by the federal government, insurance coverage purchased for losses arising out of acts of terrorism shall terminate as of the date when any one or more of the following first occurs: (a)the policy period ends; (b) the federal Terrorism Risk Insurance Program, established by the Act, has terminated either in its entirety or as respects the type of insurance afforded by this policy; or (c) renewal, extension or continuation of the Terrorism Risk Insurance Program has become effective without a requirement to make terrorism coverage available as respects the type of insurance afforded by this policy.

If the insurance is not terminated upon the occurrence of b. or c. above, insurance will remain in force without change for the remainder of the policy period, unless the company notifies you of any such change in response to any change in the federal law.

If the insurance is terminated upon the occurrence of b. or c. above, pro rata unearned premium will be returned to you.

PLEASE ADVISE IF YOU WISH TO PURCHASE THIS COVERAGE.

ACE American Insurance Company
Philadelphia, Pennsylvania

TANKSAFE®

**Storage Tank Liability Insurance
Policy**

DECLARATIONS

This Policy is issued by the stock insurance company listed above (hereinafter *the Insurer*).

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.

Policy No.: G73610734 004		Renewal of: G73610734 003
Item 1.	First Named Insured: City of Dekalb Principal Address: 164 E. Lincoln Hwy Dekalb, IL 60115	
Item 2.	Policy Period: From 12:01 A.M. on 01/01/2025 to 12:01 A.M. on 01/01/2026 (Local time at the address shown in Item 1.)	
Item 3.	Retroactive Date: Per Schedule of Covered Storage Tank Endorsement	
Item 4.	Limits of Liability:	
	a. \$1,000,000	Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)
	b. \$2,000,000	Aggregate Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents
	c. \$1,000,000	Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents
	d. \$3,000,000	<u>Total Policy Aggregate Limit of Liability for all Storage Tank Incidents</u>
Item 5.	Deductible: \$5,000 Per Storage Tank Incident	
Item 6.	Premium: \$7,565.00	
*This premium shall be 0% minimum-earned as of the inception date of the policy identified in Item 2., above.		

Item 7. Notice to Insurer:

a. Notice of Claim or Storage Tank Incident:

Chubb Environmental Claims Manager
Chubb USA Claims
P.O. Box 5103
Scranton, PA 18505-0510
Fax: (866) 635-5687

First Notice Fax: (800) 951-4119

First Notice Email:

CasualtyRiskEnvironmentalFirstNotice@chubb.com

b. All Other Notices:

Environmental Underwriting Officer
Chubb Environmental
P.O. Box 1000
436 Walnut Street – WA 07A
Philadelphia, PA 19106

**Item 8. Schedule of Covered Underground Storage Tanks:
Per Schedule of Covered Storage Tank Endorsement**

**Item 9. Schedule of Covered Aboveground Storage Tanks:
Per Schedule of Covered Storage Tank Endorsement**

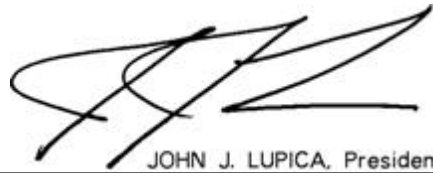
**Item 10. Producer Name and Address: INSURANCE PROGRAM MANAGERS GROUP LLC
225 SMITH ROAD NULL
SAINT CHARLES, IL 60174**

Endorsements and Notices Attached at Policy Issuance:

Endorsement Number:	Form Number:	Form Name:
001	PF-31156 (09/10)	AST Aggregate Sublimit Of Liability
002	PF-31650 (08/11)	Basic Extended Reporting Period Amendatory (60 Days – Illinois Specific) Endorsement
003	PF-31661 (08/11)	Closure, Removal Or Replacement Amendatory (Illinois-Specific) Endorsement
004	PF-54026 (02/20)	Extended Reporting Period Scope Confirmation (First-Party Discovery) Endorsement
005	PF-31653 (08/11)	Financial Responsibility Condition Endorsement (Illinois Specific)
006	PF-31174 (09/10)	Loading And Unloading Coverage (Time Element Reporting) Endorsement
007	PF-57403 (10/22)	OTHER INSURANCE AMENDATORY ENDORSEMENT
008	PF-31164 (09/10)	Schedule of Covered Storage Tanks
009	PF-31178 (09/10)	Tank Contents Amendatory (Broadening)
010	PF-31182 (09/10)	UST Aggregate Sublimit of Liability
011	ALL-21101 (11/06)	Trade Or Economic Sanctions Endorsement
012	PF-23728b (02/20)	Terrorism Risk Insurance Act Endorsement
013	TRIA11e (08/20)	Disclosure Pursuant To Terrorism Risk Insurance Act
014	PF-31834a (02/20)	Illinois Amendatory Endorsement
015	CC-1K11k (04/22)	Signatures
	ALL-34772 (11/11)	Illinois Notice To Policyholders Regarding The Religious Freedom Protection and Civil Union Act
	ALL-18653e (07/24)	Questions About Your Insurance?
	ALL-20887a (03/16)	Chubb Producer Compensation Practices & Policies
	ILP 001 01 04	U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

IN WITNESS WHEREOF, the Insurer has caused this Policy to be countersigned by a duly authorized representative of the Insurer.

DATE: 12/10/2024
MO/DAY/YR.

A stylized, handwritten signature in black ink, consisting of several overlapping loops and sharp angles, positioned above a horizontal line.

JOHN J. LUPICA, President
AUTHORIZED REPRESENTATIVE



TANKSAFE®

Storage Tank Liability Insurance Policy

This Policy is issued by the stock insurance company identified in the Declarations (hereinafter *the Insurer*).

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.

Throughout this Policy the words *the Insurer* shall refer to the stock insurance company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section **IV., DEFINITIONS**, of this Policy.

In consideration of the payment of the Premium and in reliance upon all statements made in the Application including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions, and limitations of this Policy, the Insurer agrees to provide insurance coverage to the “insured” as described herein.

I. INSURING AGREEMENTS

The Insurer agrees to pay on behalf of the “insured” for:

A. THIRD-PARTY CLAIMS AND FIRST PARTY REMEDIATION COSTS (Coverage A.)

“Claims” and “remediation costs”, in excess of the deductible amount identified in Item **5.** of the Declarations to this Policy, arising out of a “storage tank incident”, provided that the “claim” is first made, or the “insured” first discovers the “storage tank incident”, during the “policy period”. Any such “claim” must be reported to the Insurer, in writing, during the “policy period” or any applicable “extended reporting period”. Any such discovery of a “storage tank incident” must be reported to the Insurer, in writing, during the “policy period”.

The coverage afforded pursuant to this Coverage **A.** only applies to “storage tank incidents” that first commence on or after the Retroactive Date, if any, identified in Item **3.** of the Declarations and before the end of the “policy period”. If no Retroactive Date is identified in the Declarations, or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.

B. LEGAL DEFENSE EXPENSES (Coverage B.)

“Legal defense expense”, in excess of the deductible amount identified in Item **5.** of the Declarations to this Policy, necessarily incurred to respond to a “claim” pursuant to Coverage **A.**, above, to which this insurance applies.

II. LIMITS OF LIABILITY AND DEDUCTIBLE

- A.** The Insurer’s obligation to pay for “claims”, “remediation costs” and “legal defense expenses” shall be reduced by the deductible amount identified in Item **5.** of the Declarations to this Policy. If the sum of the

“claim” or “remediation costs” is less than the Per Storage Tank Incident Limit of Liability identified in Item **4.a.** of the Declarations, the Insurer may pay all or part of the deductible amount to effect settlement of any “claim”. Upon notification of the Insurer’s payment of such deductible amount, the “first named insured” shall promptly reimburse the Insurer for the deductible amount that the Insurer has paid on its behalf.

- B.** One deductible shall apply to all “claims”, “remediation costs” and “legal defense expenses” arising from the same, continuous, repeated, or related “storage tank incident”.
- C.** With respect to Coverage **A.**, and subject to Subsections **D.** and **F.**, below, the most the Insurer shall pay for all “claims” and “remediation costs” arising out of the same, continuous, repeated, or related “storage tank incident” is the Per Storage Tank Incident Limit of Liability identified in Item **4.a.** of the Declarations to this Policy.
- D.** With respect to Coverage **A.**, and subject to Subsection **F.**, below, the Aggregate Limit of Liability identified in Item **4.b** of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for all “claims” and “remediation costs” arising out of all “storage tank incidents” to which this insurance applies.
- E.** With respect to Coverage **B.**, and Subject to Subsection **F.**, below, the Aggregate Limit of Liability identified in Item **4.c.** of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for “legal defense expense” necessarily incurred to respond to all “claims” arising out of all “storage tank incidents” to which this insurance applies.
- F.** The Total Policy Aggregate Limit of Liability identified in Item **4.d.** of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy with respect to all “claims”, “remediation costs” and “legal defense expense” arising out of all “storage tank incidents” to which Coverages **A.** and **B.** of this insurance apply.
- G.** If the Insurer or an affiliate has issued claims-made liability coverage for a “covered underground storage tank” or a “covered aboveground storage tank” in one or more policy periods, and a “storage tank incident” is first discovered and reported to the Insurer in accordance with the terms and conditions of this Policy, then:
 - 1.** All such continuous, repeated, or related “storage tank incidents” that are subsequently reported to the Insurer during later policy periods shall be deemed to be one “storage tank incident” discovered during this “policy period”; and
 - 2.** All “claims” arising out of a “storage tank incident” that was discovered during this “policy period”, including any continuous, repeated, or related “storage tank incident”, shall be deemed to have been first made and reported during this “policy period”,and no other policy shall respond.

III. DEFENSE AND SETTLEMENT

- A.** The Insurer shall have the right and, subject to the deductible obligation identified in Item **5.** of the Declarations to this Policy, the duty to defend the “insured” against any “claim” to which this insurance applies. The Insurer shall have no duty to defend the “insured” against any “claim” to which this insurance does not apply. The Insurer’s duty to defend ends when:
 - 1.** The Limits of Liability identified in Items **4.a.**, **4.b.** or **4.d.** are exhausted or are tendered into a court of applicable jurisdiction;
 - 2.** The “insured” refuses a settlement offer as provided in Subsection **D.**, below; or
 - 3.** The Limits of Liability identified in Items **4.c.** are exhausted,whichever occurs first.
- B.** The Insurer shall have the right to select legal counsel to represent the “insured” for the investigation, adjustment, and defense of any “claims” covered pursuant to this Policy. Selection of legal counsel by the Insurer shall not be done without the consent of the “insured”; such consent shall not be unreasonably

withheld. "Legal defense expenses" incurred prior to the selection of legal counsel by the Insurer shall not be covered pursuant to this Policy, or credited against the deductible.

In the event the "insured" is entitled by law to select independent counsel to defend itself at the Insurer's expense, the attorney fees and all other litigation expenses the Insurer must pay to that counsel are limited to the rates the Insurer actually pays to counsel that the Insurer normally retains in the ordinary course of business when defending "claims" or lawsuits of similar complexity in the jurisdiction where the "claim" arose or is being defended. In addition, the "insured" and the Insurer agree that the Insurer may exercise the right to require that such counsel: **1)** have certain minimum qualifications with respect to their competency, including experience in defending "claims" similar to those being asserted against the "insured"; **2)** maintain suitable errors and omissions insurance coverage; **3)** be located within a reasonable proximity to the jurisdiction of the "claim"; and **4)** agree in writing to respond in a timely manner to the Insurer's requests for information regarding the "claim". The "insured" may at anytime, by its signed consent, freely and fully waive its right to select independent counsel.

- C. "Legal defense expenses" reduce the Limits of Liability identified in Items **4.c.** and **4.d.** of the Declarations to this Policy and shall be subject to the deductible obligation.
- D. The Insurer shall present all settlement offers to the "insured". If the Insurer recommends a settlement which is acceptable to the claimants, within the Limits of Liability, and does not impose any additional unreasonable burdens on the "insured", and the "insured" refuses to consent to such settlement offer, then the Insurer's duty to defend shall end. The "insured" shall defend such "claim" independently. The Insurer's liability pursuant to this Policy shall not exceed the amount for which the "claim" could have been settled if the Insurer's recommendation had been accepted by the "insured", exclusive of the deductible obligation.

IV. COVERAGE TERRITORY

The coverage afforded pursuant to this Policy shall only apply to "storage tank incidents" located, and "claims" made, within the United States of America.

V. DEFINITIONS

- A. **"Additional insured"** means any person or entity specifically endorsed onto this Policy as an "additional insured", if any. Such "additional insured" shall maintain only those rights pursuant to this Policy as are specified by endorsement.
- B. **"Bodily injury"** means physical injury or illness, disease, mental anguish, or emotional distress sustained by any person, including death resulting therefrom.
- C. **"Claim"** means the written assertion of a legal right received by the "insured" from a third-party, including, but not limited to, suits or other actions alleging responsibility or liability on the part of the "insured" for "bodily injury" or "property damage" arising out of a "storage tank incident".
- D. **"Corrective action costs"** means expenses necessarily incurred by an "insured" to investigate, quantify, assess, monitor, abate, remove, dispose, treat, neutralize or immobilize "storage tank incidents" to the extent required by 40 CFR Sections 280.60-280.67 and 40 CFR Section 280.72 promulgated by the Federal Environmental Protection Agency, or other "environmental law".
- E. **"Covered aboveground storage tank"** means a stationary petroleum product-containing tank, and associated piping and appurtenances connected thereto, with less than ten percent (10%) of its volume below ground, but solely to the extent that such tank is identified in the Schedule of Covered Aboveground Storage Tanks identified in Item 9. of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement.
- F. **"Covered underground storage tank"** means a petroleum product-containing tank, and associated piping and appurtenances connected thereto, with more than ten percent (10%) of its volume below ground, but solely to the extent that such tank is identified in the Schedule of Covered Underground Storage Tanks identified in Item 8. of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement.

- G. “Emergency response”** means actions taken by the “insured” to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a “storage tank incident”.
- H. “Environmental laws”** means any federal, state, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup programs or risk-based corrective action guidance, governing the liabilities and legal obligations of the “insured” with respect to “covered aboveground storage tanks” or “covered underground storage tanks”.
- I. “Extended reporting period”** means the additional period of time in which to report a “claim” first made against the “insured” during or subsequent to the end of the “policy period” arising from a “storage tank incident” to which this insurance applies. Such “storage tank incident” must commence on or after any applicable Retroactive Date identified in Item 3. of the Declarations to this Policy, but before the end of the “policy period”. If no Retroactive Date is identified in the Declarations or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.
- J. “First named insured”** means the person or entity as identified in Item 1. of the Declarations to this Policy. The “first named insured” is the party responsible for the payment of any premiums and the payment of any applicable deductible amounts. The “first named insured” shall also serve as the sole agent on behalf of all “insureds” with respect to the provision and receipt of notices, including notice of cancellation or non-renewal, receipt and acceptance of any endorsements or any other changes to this Policy, return of any premium, assignment of any interest pursuant to this Policy, as well as the exercise of any applicable “extended reporting period”, unless any such responsibilities are otherwise designated by endorsement.
- K. “Government action”** means action taken or liability imposed by any federal, state, municipal or other local government agency or body acting pursuant to the authority of “environmental laws”.
- L. “Insured”** means the “first named insured”, any “named insured”, any “additional insured”, and any past or present director or officer of, partner in, or employee of, any “insured” while acting within the scope of his or her duties as such.
- M. “Legal defense expense”** means reasonable legal costs, charges, and expenses, including expert charges, incurred by the “insured” in the investigation, adjustment, or defense of a “claim”.
- N. “Named insured”** means any person or entity specifically endorsed onto this Policy as a “named insured”, if any. Such “named insured” shall maintain the same scope of coverage pursuant to this Policy as the “first named insured”.
- O. “Natural resource damages”** means damages for, injury to, destruction of, or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other similar resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state or local government, or any Native American Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.
- P. “Policy period”** means that period of time identified in Item 2. of the Declarations to this Policy, or any shorter period resulting from the cancellation of this Policy.
- Q. “Pollution condition”** means any spilling, leaking, emitting, discharging, dispersing, seeping, escaping or releasing of the contents of any “covered underground storage tank” or “covered aboveground storage tank” into surface soils, subsurface soils, surface water, sediments or groundwater.
- R. “Property damage”** means:
1. Physical injury to, or destruction of, tangible property of a third-party, including all resulting loss of use of that property;
 2. Loss of use of tangible property of a third-party, that is not physically injured or destroyed;
 3. Diminished value of tangible property owned by a third-party; or
 4. “Natural resource damages”.
- S. “Remediation costs”** means :

1. With respect to “covered aboveground storage tanks”, only, reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize a “storage tank incident” to the extent required by “environmental law”; and
2. With respect to “covered underground ground storage tanks”, only, “corrective action costs”.

“**Remediation costs**” shall also include:

1. Reasonable legal cost, where such cost has been incurred by an “insured” with the written consent of the Insurer; and
2. “Replacement costs”.

T. “Replacement costs” means reasonable expenses required to restore, repair or replace real property, or physical improvements thereto, damaged during the course of responding to a “storage tank incident”. “Replacement costs” do not include costs associated with improvements or betterments, or any costs associated with the repair, replacement, or upgrading of any “covered underground storage tank” or “covered aboveground storage tank”.

U. “Responsible insured” means any employee of a “named insured” responsible for environmental affairs, control, or compliance, and any officer of, director of, or partner in, a “named insured”.

V. “Storage tank incident” means a “pollution condition” resulting from a “covered underground storage tank” or a “covered aboveground storage tank”. The entirety of continuous or repeated “pollution conditions” resulting from the same “covered underground storage tank” or “covered aboveground storage tank” shall be deemed to be one “storage tank incident”.

W. “Terrorism” means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

X. “War” means war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.

VI. EXCLUSIONS

This insurance does not apply to:

A. Contractual Liability

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to any liability of others assumed by an “insured” through contract or agreement, except if the liability would have attached to such “insured” in the absence of such contract or agreement.

This exclusion does not apply to those contracts identified in the Schedule of Insured Contracts endorsed to this Policy, if any.

B. Employers Liability

“Claims” for “bodily injury” to:

1. An “insured” or an employee of its parent, subsidiary or affiliate
 - a. Arising out of and in the course of employment by the “insured” or its parent, subsidiary or affiliate; or
 - b. Performing duties related to the conduct of the “named insured’s” business.
2. The spouse, child, parent, brother or sister of such “insured” or employee of its parent, subsidiary or affiliate as a consequence of Paragraph 1., above.

This exclusion shall apply:

1. Whether the “insured” may be liable as an employer or in any other capacity;
2. To any obligation to share damages with or repay someone else who must pay damages because of such “bodily injury”; and
3. To all “legal defense expense” associated with such “claims”.

C. Fines and Penalties

Payment of fines, penalties, punitive, exemplary or multiplied damages, or any associated “claims” seeking exclusively injunctive relief in addition to such fines, penalties or damages.

This exclusion shall apply to any “legal defense expense” associated with such fines, penalties or damages.

D. First-Party Property Damage

“Claims” or “legal defense expenses” arising out of or related to damage to real or personal property owned by, leased to, loaned to, or rented by, an “insured”, or otherwise in the care, custody, or control of an “insured”.

This exclusion does not apply to “remediation costs”.

E. Fraud or Misrepresentation

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to fraudulent acts or material misrepresentations on the part of any “insured”, which would have affected the Insurer’s decision to issue this Policy pursuant to the financial terms identified in the Declarations of this Policy.

F. Known Conditions

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to “storage tank incidents” in existence prior to the “policy period” and reported to a “responsible insured”, but not disclosed to the Insurer in writing.

G. Insured’s Internal Expenses

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to expenses incurred by an “insured” for services performed by salaried staff or employees of an “insured”.

H. Intentional Non-Compliance

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to the intentional disregard of, or knowing, willful or deliberate non-compliance with, any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or executive, judicial or administrative order by a “responsible insured”.

I. Lead-Based Paint and Asbestos

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to the presence of lead-based paint, asbestos, or asbestos-containing materials, in, on, or applied to any structure, including, but not limited to, a “covered underground storage tank” or “covered aboveground storage tank”.

J. Nuclear Hazard

1. “Claims”, “remediation costs” or “legal defense expenses”:

- a. With respect to which the “insured” pursuant to this Policy is also an “insured” pursuant to a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an “insured” pursuant to any such policy but for its termination upon exhaustion of its limits of liability; or
 - b. Resulting from the hazardous properties of nuclear material and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The “insured” is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, pursuant to any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. “Claims”, “remediation costs” or “legal defense expenses” arising out of or related to the hazardous properties of nuclear material, if:
- a. The nuclear material
 - (1) Is at any nuclear facility owned by, or operated by or on behalf of the “insured”; or
 - (2) Has been discharged or dispersed therefrom;
 - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the “insured”; or
 - c. The “bodily injury” or “property damage” arises out of the furnishing by the “insured” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, located within the United States of America, its territories or possessions or Canada.
3. As used in this exclusion:
- a. Hazardous properties include radioactive, toxic, or explosive properties.
 - b. Nuclear material means source material, special nuclear material, or byproduct material.
 - c. Source material, special nuclear material, and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
 - d. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
 - e. Waste means any waste material:
 - (1) Containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
 - (2) Resulting from the operation by any person or organization of any nuclear facility included pursuant to the first two paragraphs of the definition of nuclear facility;
 - f. Nuclear facility means:
 - (1) Any nuclear reactor;
 - (2) Any equipment or device designed or used for
 - (a) Separating the isotopes of uranium or plutonium;
 - (b) Processing or utilizing spent fuel; or
 - (c) Handling, processing or packaging waste;

- (3) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of waste;
- (5) The site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- g. Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- h. "Property damage" includes all forms of radioactive contamination of property.

K. Regulatory Compliance

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to any "storage tank incident" involving a "covered aboveground storage tank" or "covered underground storage tank" that was not in compliance with all applicable "environmental laws" prior to such "storage tank incident".

L. Storage Tank Contents

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to costs associated with the loss, removal, replacement, re-use, or recycling of the contents of any "covered underground storage tank" or "covered aboveground storage tank".

M. War or Terrorism

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to "storage tank incidents" attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, "war" or "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

VII. REPORTING AND COOPERATION

- A. The "insured" must see to it that the Insurer receives written notice of any "claim" or "storage tank incident", as soon as possible, but in no event more than seven (7) days after a "responsible insured" first became aware of, or should have become aware of, such "claim" or "storage tank incident". Such notice shall be provided to the Insurer at the address identified in Item 7.a. of the Declarations to this Policy and should include reasonably detailed information as to:
 - 1. The identity of the "insured", including contact information for an appropriate person to contact regarding the handling of the "claim" or "storage tank incident";
 - 2. The identity of "covered aboveground storage tank" or "covered underground storage tank";
 - 3. The nature of the "claim" or "storage tank incident"; and
 - 4. Any steps undertaken by the "insured" to respond to the "claim" or "storage tank incident".
- B. The "insured" must:
 - 1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any "claim";
 - 2. Authorize the Insurer to obtain records and other information;
 - 3. Cooperate with the Insurer in the investigation, settlement or defense of the "claim";
 - 4. Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of "bodily injury", "property damage", "remediation costs" or "legal defense expense" to which this Policy may apply; and

5. Provide the Insurer with such information and cooperation as it may reasonably require.
- C. No "insured" shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any "claim" without the written consent of the Insurer. Nor shall any "insured" incur any "remediation costs" without the prior express written consent of the Insurer, except in the event of an "emergency response".
- D. Upon the discovery of a "storage tank incident", the "insured" shall make every attempt to mitigate any loss and comply with applicable "environmental laws". The "insured" must cooperate with the Insurer in the selection and retention of qualified contractors or consultants. The Insurer shall have the primary responsibility, but not the duty, to select, retain, and oversee such contractors or consultants, on behalf of the "insured". Any "remediation costs" incurred by the Insurer shall be deemed incurred by the "insured", and shall be subject to the deductible obligation and Limits of Liability of this Policy.

VIII. EXTENDED REPORTING PERIOD

- A. The "first named insured" shall be entitled to a basic "extended reporting period", and may purchase an optional supplemental "extended reporting period", following cancellation, as described Section **IX., GENERAL CONDITIONS**, Subsection **A.**, or nonrenewal.
- B. "Extended reporting periods" shall not reinstate or increase the Limits of Liability. "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim" first made against an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, shall be deemed to have been made on the last day of the "policy period".
- C. Provided the "first named insured" has not purchased any other insurance to replace this Policy, the "named insured" shall have a one hundred and eighty (180) day basic "extended reporting period" without additional charge.
- D. Provided the "first named insured" has not purchased any other insurance to replace this Policy, the "named insured" shall also be entitled to purchase a supplemental "extended reporting period" of up to thirty (30) months for not more than two hundred percent (200%) of the full Premium identified in Item **6.** of the Declarations to this Policy. Such supplemental "extended reporting period" starts when the basic "extended reporting period" ends. The Insurer shall issue an endorsement providing a supplemental "extended reporting period" provided that the "first named insured":
 1. Makes a written request, to the address identified in Item **7.b.** of the Declarations to this Policy, for such endorsement which the Insurer receives prior to the expiration of the "policy period"; and
 2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental "extended reporting period" may not be cancelled by the Insurer, provided that all other terms and conditions of the Policy are met.

IX. GENERAL CONDITIONS

A. Cancellation

1. This Policy may be cancelled only by the "first named insured", or through the "first named insured's" agent, by mailing to the Insurer at the address identified in Item **7.b.** of the Declarations to this Policy, written notice stating when such cancellation shall be effective.
2. This Policy may be cancelled by the Insurer for the following reasons:
 - a. Non-payment of premium;
 - b. Fraud or material misrepresentation on the part of any "insured; or
 - c. Change in use or operation of a "covered underground storage tank" or "covered aboveground storage tank" from the use contemplated in the Application and supporting materials that materially increases the likelihood of "claims" or "storage tank incidents",

by mailing to the "first named insured" at the "first named insured's" last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period".

Subparagraph **2.b.**, herein, shall apply only to that "insured" that engages in the fraud or misrepresentation, or any other "insured" who is a parent corporation, subsidiary, employer of, or otherwise affiliated by ownership with, such "insured".

3. In the event of cancellation, the premium percentage identified in Item **6.** of the Declarations to this Policy shall be the minimum-earned premium upon the inception date of this Policy. Thereafter, the remaining unearned premium, if any, shall be deemed earned by the Insurer on a *pro rata* basis over the remainder of the "policy period". Any unearned premium amounts due the "first named insured" upon cancellation of this Policy shall be calculated on a *pro rata* basis and refunded within thirty (30) days of the effective date of cancellation.

B. Inspection and Audit

To the extent of the "insured's" ability to provide such access, and with reasonable notice to the "insured", the Insurer shall be permitted, but not obligated, to inspect any "covered aboveground storage tank" or "covered underground storage tank". The "insured" shall have the concurrent right to collect split samples. Neither the Insurer's right to make inspections, the making of said inspections, nor any report thereon, shall constitute an undertaking, on behalf of or for the benefit of the "insured" or others, to determine or warrant that such property or operations are safe or in compliance with "environmental laws", or any other laws.

The Insurer may examine and audit the "insured's" books and records during this "policy period" and extensions thereof and within three (3) years after the final termination of this Policy.

C. Legal Action Against the Insurer

No person or organization other than an "insured" has a right pursuant to this Policy:

1. To join the Insurer as a party or otherwise bring the Insurer into a suit against any "insured"; or
2. To sue the Insurer in connection with this insurance unless all of the Policy terms have been fully complied with.

D. Bankruptcy

The insolvency or bankruptcy of any "insured" or any "insured's" estate shall not relieve the Insurer of its obligations pursuant to this Policy. However, any such insolvency or bankruptcy of the "insured" or any "insured's" estate shall not relieve the "first named insured" of its deductible obligation pursuant to this Policy. This insurance shall not replace any other insurance to which this Policy is excess, nor shall this Policy drop down to be primary, in the event of the insolvency or bankruptcy of any underlying insurer.

E. Subrogation

In the event of any payment pursuant to this Policy by the Insurer, the Insurer shall be subrogated to all of the rights of recovery against any person or organization, and the "insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "insureds" shall do nothing to prejudice such rights. Any recovery as a result of subrogation proceedings arising pursuant to this Policy shall accrue first to the "insureds" to the extent of any payments in excess of the limit of coverage; then to the Insurer to the extent of its payment pursuant to the Policy; and then to the "insured" to the extent of the deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

F. Representations

By accepting this Policy, the “first named insured” agrees that:

1. The statements in the Declarations, schedules, and application for this Policy are accurate and complete;
2. Those statements are based upon representations the “first named insured” made to the Insurer; and
3. This Policy has been issued in reliance upon the “first named insured’s” representations.

G. Separation of Insureds

Except with respect to the Limits of Liability, Cancellation Conditions **2.a.** and **2.c.**, the Fraud or Misrepresentation Exclusion, the Intentional Non-Compliance Exclusion, the Known Conditions Exclusion, the Regulatory Compliance Exclusion and any obligations specifically assigned to the “first named insured”, this Policy applies:

1. As if each “named insured” were the only “insured”; and
2. Separately to each “named insured” against whom a “claim” is made.

H. Other Insurance

If other valid and collectible insurance is available to any “insured” covering a loss also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

I. Jurisdiction and Venue

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the “insured” shall submit to the exclusive jurisdiction of the State of New York and shall comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurer’s right to remove an action to a United States District Court.

J. Choice of Law

All matters arising hereunder including questions relating to the validity, interpretation, performance, and enforcement of this Policy, including the rights, duties and obligations thereunder, shall be determined in accordance with the law and practices of the State of New York.

K. Changes and Assignment

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or estop the Insurer from asserting any right pursuant to the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest in this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy.

L. Headings

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

M. Consent

Where the consent of the Insurer, or an “insured”, is required pursuant to this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.

**ABOVEGROUND STORAGE TANKS AGGREGATE SUBLIMIT OF LIABILITY
ENDORSEMENT**

Named Insured City of Dekalb			Endorsement Number 001
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

Aboveground Storage Tank Aggregate Sublimit of Liability: \$ 1,000,000

The Aboveground Storage Tank Aggregate Sublimit of Liability shall be the maximum amount the Insurer shall pay for all “claims” and “remediation costs” arising out of “storage tank incidents” involving “aboveground storage tanks” to which this Policy applies. The Aboveground Storage Tank Aggregate Sublimit of Liability shall be subject to the Limits of Liability identified in Items **4.a**, **4.b**, and **4.d**. of the Declarations to this Policy. Under no circumstance shall the Insurer be liable to pay any amount in excess of those Limits of Liability.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

BASIC EXTENDED REPORTING PERIOD AMENDATORY (60 DAYS – ILLINOIS SPECIFIC) ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 002
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

Section **VIII.**, **EXTENDED REPORTING PERIOD**, Subsections **C.** and **D.**, of this Policy are hereby deleted in their entirety and replaced with the following:

- C.** Provided the first “named insured” identified in Item **1.** of the Declarations to this Policy has not purchased any other insurance to replace this Policy, the “named insured” shall have a sixty (60) day basic “extended reporting period” without additional charge.
- D.** Provided the first “named insured” identified in Item **1.** of the Declarations to this Policy has not purchased any other insurance to replace this Policy, the “named insured” shall also be entitled to purchase a supplemental “extended reporting period” of up to thirty-four (34) months for not more than two hundred percent (200%) of the full Premium identified in Item **6.** of the Declarations to this Policy. In the event that the Aggregate Limit of Liability identified in Item **2.b.** of the Declarations to this Policy has been reduced during the “policy period” or basic “extended reporting period”, such Aggregate Limit of Liability shall be reinstated to an amount equal to one hundred percent (100%) of the original Aggregate Limit of Liability for the duration of any optional supplemental “extended reporting period”. Such supplemental “extended reporting period” starts when the basic “extended reporting period” ends. The Insurer shall issue an endorsement providing a supplemental “extended reporting period” provided that the “first named insured”:
 - 1.** Makes a written request, to the address identified in Item **7.b.** of the Declarations to this Policy, for such endorsement which the Insurer receives within sixty (60) days following expiration of the “policy period”; and
 - 2.** Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental “extended reporting period” may not be cancelled by the Insurer, provided that all other terms and conditions of the Policy are met.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

CLOSURE, REMOVAL OR REPLACEMENT AMENDATORY (Illinois-Specific) ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 003
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

I. Section VI., EXCLUSIONS, of this Policy is hereby amended by addition of the following:

Out-of-Service or Replacement Tanks

“Claims”, “remediation costs” or “legal defense expense” arising out of or related to “storage tank incidents” in any way involving a “covered aboveground storage tank” or “covered underground storage tank” first commencing after such “covered aboveground storage tank” or “covered underground storage tank” has been: **1)** closed-in place; or **2)** replaced, during the “policy period”, unless the Insurer has been provided with prior written notice of such action in strict conformance with **Section VII., Reporting and Cooperation**, of this Policy, and the Insurer’s intent to continue to provide prospective coverage for such “covered aboveground storage tank” or “covered underground storage tank” has been explicitly confirmed via endorsement to this Policy.

II. Section VII., Reporting and Cooperation, of this Policy is hereby amended by addition of the following:

Notice of Removal or Replacement

The first “named insured” identified in Item **1.** of the Declarations to this Policy must provide written notice to the Insurer of any “insured’s” intent to repair, close-in-place, remove from service and/or replace any “covered underground storage tanks” or “covered aboveground storage tanks”. Such notice must be provided to the Insurer at the address identified in Item **7.a.** no fewer than five (5) business days prior to the commencement date of any intrusive repair, closure-in-place, removal from service and/or replacement activities pertaining to the “covered underground storage tanks” or “covered aboveground storage tanks”, and any operational system components thereof.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative



EXTENDED REPORTING PERIOD SCOPE CONFIRMATION (FIRST-PARTY DISCOVERY) ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 004
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

TANKSAFE® STORAGE TANK LIABILITY INSURANCE POLICY

The "insured" and the Insurer hereby agree to the following changes to this Policy:

- I. The notice banner on the Declarations and Page 1. of this Policy is hereby deleted in its entirety and replaced with the following:

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES FOR EXPOSURES RELATED TO COVERED UNDERGROUND STORAGE TANKS, ONLY, ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES, GENERALLY, ARE ALSO SUBJECT TO THE DEDUCTIBLE.

- II. Section I., INSURING AGREEMENTS, Subsection A., THIRD-PARTY CLAIMS AND FIRST-PARTY REMEDIATION COSTS, of this Policy is hereby deleted in its entirety and replaced with the following:

A. THIRD-PARTY CLAIMS AND FIRST-PARTY REMEDIATION COSTS (Coverage A.)

"Claims" and "remediation costs", in excess of the deductible amount identified in Item 5. of the Declarations to this Policy, arising out of a "storage tank incident", provided that the "claim" is first made, or the "insured" first discovers the "storage tank incident" that results in such "remediation costs", during the "policy period". Any such "claim" or discovery of a "storage tank incident" must be reported to the Insurer, in writing, during the "policy period" or any applicable "extended reporting period".

The coverage afforded pursuant to this Coverage A. only applies to "storage tank incidents" that first commence on or after the Retroactive Date, if any, identified in Item 3. of the Declarations and before the end of the "policy period". If no Retroactive Date is identified in the Declarations, or any endorsement attached to this Policy, the "storage tank incident" must first commence during the "policy period".

- III. Section V., DEFINITIONS, Subsection I., of this Policy is hereby deleted in its entirety and replaced with the following:

- I. "Extended reporting period" means the additional period of time in which to report:

1. A "claim" first made against; or

2. The discovery of a "storage tank incident" by,
the "insured" during or subsequent to the end of the "policy period" arising from a "storage tank incident" to which this insurance applies. Such "storage tank incident" must commence on or after any applicable Retroactive Date identified in Item 3. of the Declarations to this Policy, but before the end of the "policy period". If no Retroactive Date is identified in the Declarations or any endorsement attached to this Policy, the "storage tank incident" must first commence during the "policy period".

IV. Section VIII., EXTENDED REPORTING PERIOD, Subsections A. through D., of this Policy are hereby deleted in their entirety and replaced with the following:

- A. The first "named insured" identified in Item 1. of the Declarations to this Policy shall be entitled to a basic "extended reporting period", and may purchase an optional supplemental "extended reporting period", following:
 1. Cancellation, as described Section IX., GENERAL CONDITIONS, Subsection A., or nonrenewal of this Policy in its entirety; or,
 2. With respect to any specific subset of the "covered underground storage tanks" or "covered aboveground storage tanks" covered pursuant to this Policy, the deletion of coverage for such subset during the "policy period" or any corresponding nonrenewal of coverage.
- B. "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim" first made against an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, shall be deemed to have been made on the last day of the "policy period". A "storage tank incident" first discovered by an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, shall be deemed to have been discovered on the last day of the "policy period".
- C. Provided the first "named insured" identified in Item 1. of the Declarations to this Policy has not purchased any other insurance to replace this Policy, or any such replacement insurance contains a retroactive date that is more recent than the corresponding retroactive date contained in this Policy, the "named insured" shall have a one hundred and eighty (180) day basic "extended reporting period" without additional charge.
- D. Provided first "named insured" identified in Item 1. of the Declarations to this Policy has not purchased any other insurance to replace this Policy, or any such replacement insurance contains a retroactive date that is more recent than the corresponding retroactive date contained in this Policy, the "named insured" shall also be entitled to purchase a supplemental "extended reporting period" of up to thirty (30) months for not more than two hundred percent (200%) of the full Premium identified in Item 6. of the Declarations to this Policy. In the event that the Aggregate Limit of Liability identified in Item 2.b. of the Declarations to this Policy has been reduced during the "policy period" or basic "extended reporting period", such Aggregate Limit of Liability shall be reinstated to an amount equal to one hundred percent (100%) of the original Aggregate Limit of Liability for the duration of any optional supplemental "extended reporting period". Such supplemental "extended reporting period" starts when the basic "extended reporting period" ends. The Insurer shall issue an endorsement providing a supplemental "extended reporting period" provided that the first "named insured" identified in Item 1. of the Declarations to this Policy:
 1. Makes a written request, to the address identified in Item 7.b. of the Declarations to this Policy, for such endorsement which the Insurer receives within sixty (60) days following expiration of the "policy period"; and
 2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental "extended reporting period" may not be cancelled by the Insurer, provided that all other terms and conditions of the Policy are met.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

FINANCIAL RESPONSIBILITY CONDITION ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 005
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

Section **IX., CONDITIONS**, of this Policy is hereby amended by addition of the following:

Financial Responsibility And Reimbursement

If this Policy is issued to certify an “insured’s” compliance with Federal or State financial responsibility requirements with respect to “covered aboveground storage tanks” or “covered underground storage tanks”, the Insurer shall comply with such financial responsibility requirements. Notwithstanding the foregoing, the first “named insured” identified in Item 1. of the Declarations to this Policy agrees to reimburse the Insurer for any payment made by the Insurer on behalf of any “insured”, which the Insurer would not have otherwise been obligated to make under the terms and conditions of this Policy, but for: **1)** the agreement contained in the first sentence of this condition, above; **2)** the Insurer’s issuance of an amendatory endorsement to this Policy tracking specific, obligatory Federal or State statutory or regulatory language required for use of insurance as a storage tank financial responsibility mechanism; or **3)** the Insurer’s issuance of a Certificate evidencing this Policy satisfies the requirements of any Federal or State storage tank financial responsibility program.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

**LOADING AND UNLOADING COVERAGE (TIME ELEMENT REPORTING)
ENDORSEMENT**

Named Insured City of Dekalb			Endorsement Number 006
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE COVERAGE AFFORDED PURSUANT TO THIS ENDORSEMENT IS LIMITED BY A DEFINED REPORTING PERIOD AND, THEREFORE, COVERS ONLY CLAIMS AND REMEDIATION COSTS THAT ARISE OUT OF LOADING AND UNLOADING RELATED POLLUTION CONDITIONS THAT ARE REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR THE DEFINED REPORTING PERIOD CONTAINED HEREIN. PLEASE READ THIS ENDORSEMENT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

I. Section **V.**, **DEFINITIONS**, Subsection **Q.**, of this Policy is hereby amended by addition of the following:

Q. **"Pollution condition"** also means the inadvertent spilling, leaking, discharging, escaping or releasing of the contents of any "covered underground storage tank" or "covered aboveground storage tank" into surface soils, subsurface soils, surface water, sediments or groundwater during the loading or unloading of such "covered underground storage tank" or "covered aboveground storage tank".

II. Notwithstanding anything contained in the general reporting obligations identified in **Section VII.** of this Policy which might be construed otherwise, it is a condition precedent to the coverage afforded pursuant to this Endorsement for loading and unloading-related "storage tank incident" that the "insured" provide written notice of such "storage tank incident" to the Insurer within **seventy-two (72) hours** of the event giving rise to such "storage tank incident".

All other terms and conditions of the Policy remain unchanged.

Authorized Representative



OTHER INSURANCE AMENDATORY ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 007
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

TankSafe® Storage Tank Liability Insurance Policy

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section IX., GENERAL CONDITIONS, Subsection H., Other Insurance, of this Policy is hereby deleted in its entirety and replaced with the following:

H. Other Insurance

If other valid and collectible insurance is available to the "insured" covering a loss also covered by this Policy, the insurance afforded by this Policy shall apply as primary insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

SCHEDULE OF COVERED STORAGE TANKS ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 008
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer agree that the storage tanks identified in the Schedule of Covered Storage Tanks, below, have been added to this Policy as “covered underground storage tanks” or “covered aboveground storage tanks”, as applicable.

Schedule of Covered Storage Tanks

Insured's Facility Name and Address	Tank ID No.	Tank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
City of Dekalb Street Division 1316 Market St. Dekalb IL 60115	1	10,000	UST	05/01/2016
City of Dekalb Street Division 1316 Market St. Dekalb IL 60115	2	550	UST	05/01/2016
City of Dekalb Street Division 1316 Market St. Dekalb IL 60115	3	12,000	UST	05/01/2016
City of Dekalb Public Works 1216 Market St. Dekalb IL 60115	1	280	AST	05/01/2016
City of Dekalb Public Works 1216 Market St. Dekalb IL 60115	2	280	AST	05/01/2016

City of Dekalb Public Works 1216 Market St. Dekalb IL 60115	3	280	AST	05/01/2016
City of Dekalb 3232 Pleasant St. Dekalb IL 60115	4	280	AST	05/01/2016
City of Dekalb 3232 Pleasant St. Dekalb IL 60115	5	280	AST	05/01/2016
City of Dekalb 3232 Pleasant St. Dekalb IL 60115	6	280	AST	05/01/2016

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

TANK CONTENTS AMENDATORY (Broadening) ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 009
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

Section **V., DEFINITIONS**, Subsections **E.** and **F.**, of this Policy are hereby deleted in their entirety and replaced with following:

E. “Covered aboveground storage tank” means a stationary tank, and associated piping and appurtenances connected thereto, with less than ten percent (10%) of its volume below ground, but solely to the extent that such tank:

1. Is identified in the Schedule of Covered Aboveground Storage Tanks identified in Item **9.** of the Declarations to this Policy or any Schedule of Covered Storage Tanks added to this Policy by endorsement; and
2. Is used to store the following contents, only:
 - a. Petroleum Products; or
 - b. New Lube Oil .

F. “Covered underground storage tank” means a petroleum product-containing tank and associated piping and appurtenances connected thereto, with more than ten percent (10%) of its volume below ground, but solely to the extent that such tank:

1. Is identified in the Schedule of Covered Underground Storage Tanks identified in Item **8.** of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement; and
2. Is used to store the following contents, only:
 - a. Petroleum Products; or
 - b. N/A .

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

UNDERGROUND STORAGE TANKS AGGREGATE SUBLIMIT OF LIABILITY ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 010
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

Underground Storage Tank Aggregate Sublimit of Liability: \$ 1,000,000

The Underground Storage Tank Aggregate Sublimit of Liability shall be the maximum amount the Insurer shall pay for all “claims” and “remediation costs” arising out of “storage tank incidents” involving “underground storage tanks” to which this Policy applies. The Underground Storage Tank Aggregate Sublimit of Liability shall be subject to the Limits of Liability identified in Items **4.a**, **4.b**, and **4.d**. of the Declarations to this Policy. Under no circumstance shall the Insurer be liable to pay any amount in excess of those Limits of Liability.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 011
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Authorized Representative

TERRORISM RISK INSURANCE ACT ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 012
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Terrorism Premium (Certified Acts of Terrorism): \$ 0

In consideration of the additional premium indicated above, which is included in the Premium as listed on the Declarations, the "insured" and the Insurer hereby agree to the following changes to this Policy:

- A. With respect to any "hostile acts" or "terrorism" exclusions contained in this Policy, or attached to this Policy by endorsement, such exclusions do not apply to a "certified act of terrorism", as defined in Paragraph C., below.
- B. With respect to any one or more "certified acts of terrorism", the Insurer will not pay any amounts for which the Insurer is not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002, as subsequently extended ("TRIA"), due to the application of any clause which results in a cap on the Insurer's liability for payments for terrorism losses.
- C. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to TRIA. The criteria contained TRIA for a "certified act of terrorism" include the following:
 1. The act resulted in insured losses in excess of \$5 million attributable to all types of insurance subject to TRIA; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- D. Notwithstanding any coverage that may otherwise be afforded for punitive damages under this Policy, if any, coverage shall not be afforded for damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.
- E. The coverage afforded under this Endorsement shall expire at the earlier of the following dates:
 1. The end of the "policy period", as indicated on the Declarations; or
 2. December 31, 2027.
- F. The premium for "certified acts of terrorism" coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in TRIA. The federal program established by TRIA is scheduled to terminate at the end of December 31, 2027, unless extended by the federal government.
- G. If this "policy period" extends beyond December 31, 2027, please note that the TRIA premium, above, is premised on the parties' assumption that TRIA will later be extended through the end of the "policy period", thereby mandating that Insurer make available coverage for "certified acts of terrorism" for the entire "policy period". In the event that TRIA is not extended beyond December 31, 2027, or otherwise expires at some point during the "policy "period", the Insurer will refund the unearned portion of our TRIA premium to the insured on a pro-rata basis. In the event that new TRIA extension or replacement legislation is enacted requiring the Insurer to offer coverage for terrorism that is materially different than the coverage requirements included in the current version of TRIA that expires on December 31, 2027, the Insurer reserves the right to re-price and prospectively modify terrorism coverage to conform with the statutory requirements and risks presented by any such new legislation.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative



DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: \$0.

ILLINOIS AMENDATORY ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 014
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

TankSafe® Storage Tank Liability Insurance Policy

The "insured" and the Insurer hereby agree to the following changes to this Policy:

- I. The text portion of Item 4.c. of the Declarations to this Policy is hereby deleted in its entirety and replaced with the following:

Aggregate Limit of Liability for all Legal Defense
Expenses for all Storage Tank Incidents
involving Covered Underground Storage Tanks

- II. Section II., LIMITS OF LIABILITY AND DEDUCTIBLE, Subsections A., E. and F., of this Policy are hereby deleted in their entirety and replaced with the following:

- A. The Insurer's obligation to pay for "claims", "remediation costs" and "legal defense expenses" shall be reduced by the deductible amount identified in Item 5. of the Declarations to this Policy. If the sum of the "claim" or "remediation costs" is less than the Per Storage Tank Incident Limit of Liability identified in Item 4.a. of the Declarations, the Insurer may pay all or part of the deductible amount to effect settlement of any "claim". Upon notification of the Insurer's payment of such deductible amount, the first "named insured" identified in Item 1. of the Declarations to this Policy shall promptly reimburse the Insurer for the deductible amount that the Insurer has paid on its behalf.

- E. With respect to coverage afforded pursuant to Coverage B. for insured exposures involving "covered underground storage tanks", only, and Subject to Subsection F., below, the Aggregate Limit of Liability identified in Item 4.c. of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for "legal defense expense" necessarily incurred to respond to all "claims" arising out of all "storage tank incidents" involving "covered underground storage tanks" to which this insurance applies.

- F. The Total Policy Aggregate Limit of Liability identified in Item 4.d. of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy with respect to all "claims", "remediation costs" arising out of all "storage tank incidents", and "legal defense expense" arising out of all storage tank incidents" involving "covered underground storage tanks", only, to which Coverages A. and B. of this insurance apply.

- III. Section III., DEFENSE AND SETTLEMENT, Subsections A. and C., of this Policy are hereby deleted in their entirety and replaced with the following:

- A. The Insurer shall have the right and, subject to the deductible obligation identified in Item 5. of the Declarations to this Policy, the duty to defend the "insured" against any "claim" to which this insurance applies. The Insurer shall have no duty to defend the "insured" against any "claim" to which this insurance does not apply. The Insurer's duty to defend ends when:

1. The Limits of Liability identified in Items 4.a., 4.b. or 4.d. are exhausted or are tendered into a court of applicable jurisdiction;

2. The "insured" refuses a settlement offer as provided in Subsection D., below; or,
 3. With respect to insured exposures involving "covered underground storage tanks", only, the Limits of Liability identified in Items 4.c. are exhausted,
- whichever occurs first.

C. "Legal defense expenses" shall be subject to the deductible obligation. "Legal defense expense" incurred with respect to insured exposures involving "covered underground storage tanks", only, shall reduce the Limits of Liability identified in Items 4.c. and 4.d. of the Declarations to this Policy.

IV. Section V., DEFINITIONS, Subsection J., of this Policy is hereby deleted in its entirety.

V. Section V., DEFINITIONS, Subsections L. and N., of this Policy are hereby deleted in their entirety and replaced with the following:

- L. "Insured" means any "named insured", any "additional insured", and any past or present director or officer of, partner in, or employee of, any "insured" while acting within the scope of his or her duties as such.
- N. "Named insured" means the person or entity identified in Item 1. of the Declarations to this Policy and any other person or entity specifically endorsed onto this Policy as a "named insured", if any.

VI. Section VI., EXCLUSIONS, Subsection C., Fines and Penalties, and Subsection L., War or Terrorism, of this Policy are hereby deleted in their entirety and replaced with the following:

C. Fines and Penalties

Payment of fines, penalties, punitive, exemplary or multiplied damages, or any associated "claims" seeking exclusively injunctive relief in addition to such fines, penalties or damages.

This exclusion shall apply to any "legal defense expense" associated with such fines, penalties or damages. However, this exclusion shall not affect the Insurer's obligation, if any, to defend the "insured" with respect to "claims" that seek compensatory damages and punitive, exemplary or multiplied damages.

L. War or Terrorism

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to "storage tank incidents" attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, "war" or "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to "terrorism", this exclusion shall only apply if one or more of the following are attributable to the incident of "terrorism":

1. The total of insured damage to all types of property from related incidents of "terrorism" within a seventy-two (72) hour period exceed \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, the Insurer will include all insured damage sustained by property of all persons and entities affected by the related incidents of "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions;
2. Fifty or more persons sustain death or serious physical injury from related incidents of "terrorism" within a seventy-two (72) hour period. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death;
 - b. Protracted and obvious physical disfigurement; or

- c. Protracted loss of or impairment of the function of a bodily member or organ;
- 3. The incident of "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination;
- 4. The incident of "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 5. Pathogenic or poisonous biological or chemical materials are released, and it appears that the incident of "terrorism" was effectuated in whole or in part to release such materials.

Paragraphs 1. and 2., immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this terrorism exclusion will apply to that incident. When the terrorism exclusion applies to an incident of "terrorism", there is no coverage under this Policy.

In the event of any incident of "terrorism" that is not subject to the terrorism exclusion, coverage does not apply to any "claims", "remediation costs" and "legal defense expenses" that are otherwise excluded under this Policy.

Multiple incidents of "terrorism" which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

VII. Section IX., GENERAL CONDITIONS, Subsection I., Jurisdiction and Venue, and Subsection J., Choice of Law, of this Policy are deleted in their entirety.

VIII. Section IX., GENERAL CONDITIONS, Subsection A., Cancellation, Subsection D., Bankruptcy, Subsection F., Representations, Subsection G., Separation of Insureds, and Subsection H., Other Insurance, of this Policy are hereby deleted in their entirety and replaced with the following:

A. Cancellation and Nonrenewal

- 1. This Policy may be cancelled only by first "named insured" identified in Item 1. of the Declarations to this Policy, or through its agent, by mailing to the Insurer at the address listed in Item 7.b. of the Declarations, written notice stating when such cancellation shall be effective.
- 2. This Policy may be cancelled by the Insurer for the following reasons:
 - a. Non-payment of Premium;
 - b. This Policy was issued because of material misrepresentation;
 - c. Any "insured" has breached the terms and conditions of this Policy;
 - d. The risk originally accepted has measurably increased;
 - e. The Insurer certifies to the Director of Insurance of the loss of reinsurance for all or a substantial part of the underlying risk; or
 - f. The Director of Insurance determines that continuation of this Policy could place the Insurer in violation of Illinois insurance laws,

by mailing to all "named insureds" for whom the Insurer received prior contact information, at those "named insureds'" last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. Proof of mailing will be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period".

- 3. If the Insurer decides not to renew this Policy, the Insurer will mail written notice of nonrenewal, stating the reasons for nonrenewal, to all "named insureds" for whom the

Insurer received prior contact information, at least sixty (60) days prior to the expiration of this Policy.

Any notice of nonrenewal will be mailed to the "named insureds" last mailing address provided to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. In the event of cancellation, the premium percentage identified in Item 6. of the Declarations to this Policy shall be the minimum-earned premium upon the inception date of this Policy. Thereafter, the remaining unearned premium, if any, shall be deemed earned by the Insurer on a *pro rata* basis over the remainder of the "policy period". Any unearned premium amounts due the first "named insured" identified in Item 1. of the Declarations upon cancellation of this Policy shall be calculated on a *pro rata* basis and refunded within thirty (30) days of the effective date of cancellation.

D. Bankruptcy

The insolvency or bankruptcy of any "insured" or any "insured's" estate shall not relieve the Insurer of its obligations pursuant to this Policy. However, any such insolvency or bankruptcy of the "insured" or any "insured's" estate shall not relieve the first "named insured" identified in Item 1. of the Declarations to this Policy of its deductible obligation pursuant to this Policy. This insurance shall not replace any other insurance to which this Policy is excess, nor shall this Policy drop down to be primary, in the event of the insolvency or bankruptcy of any underlying insurer.

E. Representations

By accepting this Policy, the "first named insured" agrees that:

1. The statements in the Declarations, schedules, and application for this Policy are accurate and complete;
2. Those statements are based upon representations the first "named insured" identified in Item 1. of the Declarations to this Policy made to the Insurer; and
3. This Policy has been issued in reliance upon the first "named insured's" representations.

F. Separation of Insureds

Except with respect to the Limits of Liability, Cancellation Conditions 2.a. and 2.c., the Fraud or Misrepresentation Exclusion, the Intentional Non-Compliance Exclusion, the Known Conditions Exclusion, the Regulatory Compliance Exclusion and any obligations specifically assigned to the first "named insured" identified in Item 1. of the Declarations, this Policy applies:

1. As if each "named insured" were the only "insured"; and
2. Separately to each "named insured" against whom a "claim" is made.

H. Other Insurance

If other valid and collectible insurance is available to the insured for a loss also covered under this Policy, the Insurer's obligations are limited as follows:

1. Primary Insurance

This Policy is primary insurance, except when Paragraph 2., below, applies. If this Policy is primary insurance, the Insurer's obligations are not affected unless any of the other insurance is also primary. In that event, the Insurer will share with all other insurance providers by the method described in Paragraph 3., below.

2. Excess Insurance

This insurance is excess over the following:

- a. Other valid and collectible insurance available to the "insured" covering a loss also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy. The insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

- b. Any other primary insurance available to the "insured" covering liability for "storage tank incidents" emanating from "covered aboveground storage tanks" or "covered underground storage tanks", for which the "insured" has been added as an additional insured.

When this insurance is excess, the Insurer shall have no duty to defend any "claim" if any other insurer has a duty to defend the "insured" against that "claim". If no other insurer defends, the Insurer will undertake to do so, subject to the "self-insured retention" and Limits of Liability applicable to this Policy, but the Insurer will be entitled to the "insured's" rights against all those other insurers.

When this insurance is excess over other insurance, the Insurer will pay only its share of the amount of the loss, if any, that exceeds the sum of: 1) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and 2) the total of all deductible and self-insured amounts under all that other insurance.

The Insurer will share the remaining loss, if any, with any other insurance that is not described in this Paragraph 2.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, the Insurer will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, the Insurer will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative



SIGNATURES

Named Insured City of Dekalb			Endorsement Number 015
Policy Symbol TSP	Policy Number G73610734 004	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BRANDON PEENE, Secretary

JOHN J. LUPICA, President

Authorized Representative

**ILLINOIS NOTICE TO POLICYHOLDERS
REGARDING THE RELIGIOUS FREEDOM
PROTECTION AND CIVIL UNION ACT**

Dear Policyholder:

This is to provide notice that, pursuant to Illinois Department of Insurance Company Bulletin 2011-06 (CB 2011-06), this policy is in compliance with the Illinois Religious Freedom Protection and Civil Union Act ("the Act", 750 ILL. COMP. STAT. 75/1). The Act, which became effective on June 1, 2011, creates a legal relationship between two persons of either the same or opposite sex who establish a civil union.

The Act provides that parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the law of Illinois to spouses, whether they are derived from statute, administrative rule, policy, common law or any source of civil or criminal law. In addition, this law requires recognition of a same-sex civil union, marriage, or other substantially similar legal relationship, except for common law marriage, legally entered into in other jurisdictions. The Act further provides that "party to a civil union" shall be included in any definition or use of the terms "spouse", "family", "immediate family", "dependent", "next of kin" and other terms descriptive of spousal relationships as those terms are used throughout the law. According to CB 2011-06, this includes the terms "marriage" or "married" or any variations thereof. CB 2011-06 also states that if policies of insurance provide coverage for children, the children of civil unions must also be provided coverage.

IL QUESTIONS ABOUT INSURANCE

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by contacting:

Chubb Customer Support Services Department:
436 Walnut Street
Philadelphia, Pennsylvania 19106-3703
Telephone Number: 1-800-352-4462
Email: ChubbUSCustomerServices@chubb.com

The Illinois Department of Insurance may also be contacted for assistance. Insurance analysts are available to answer general questions by phone at our toll-free Consumer Assistance Hotline (866) 445-5364. However, complaints must be submitted in writing.

How to file a complaint with the Insurance Department:

Complaints may be submitted in the following ways:

- On-line at
<https://idoi.illinois.gov/consumers/file-a-complaint.html>
and by following the instructions posted.
- By fax: (217) 558-2083
- By TTD: 866-323-5321
- By email at DOI.Complaints@illinois.gov
- By mail: 320 W. Washington St. Springfield, IL 62767.



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**UNDERGROUND STORAGE TANK CERTIFICATE OF INSURANCE TO
DEMONSTRATE FINANCIAL RESPONSIBILITY
STATE OF ILLINOIS**

Facility Name(s) and Address(es):

City of Dekalb Street Division located at 1316 Market St. in Dekalb, IL 60115

City of Dekalb Public Works located at 1216 Market St. in Dekalb, IL 60115

City of Dekalb located at 3232 Pleasant St. in Dekalb, IL 60115

Policy Number: G73610734 004

Period of Coverage: From 12:01am 01/01/2025 to 12:01am 01/01/2026

Name of Insurer: ACE American Insurance Company

Address of Insurer: c/o Westchester, 11575 Great Oaks Way, Ste 200, Alpharetta, GA 30022

Name of Insured: City of Dekalb

Address of Insured: 164 E. Lincoln Hwy
Dekalb, IL 60115

Certification:

1. ACE American Insurance Company, the Insurer, as identified above, hereby certifies that it has issued liability insurance covering the following underground storage tank(s):

<u>Facility</u>	<u>Identification No.</u>	<u>Number of Tanks</u>
1316 Market St.	1000467	3 UST(s)
1216 Market St.		0 UST(s)
3232 Pleasant St.		0 UST(s)

for taking corrective action and compensating third parties for bodily injury and property damage caused by accidental releases in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy arising from operating the underground storage tank(s) identified above.

The limits of liability are:

- | | |
|----------------|------------------|
| a. \$1,000,000 | Each Occurrence |
| b. \$1,000,000 | Annual Aggregate |

exclusive of legal defense costs, which are subject to a separate limit under the policy. This coverage is provided under G73610734 004. The effective date of said policy is 01/01/2025.

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:
- Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this certificate applies.
 - The Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in *40 CFR 280.95-280.102* and *280.104-280.107*.
 - Whenever requested by a Director of an implementing agency, the Insurer agrees to furnish to the Director a signed duplicate original of the policy and all endorsements.

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- d. Cancellation or any other termination of the insurance by the Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
- e. The insurance covers claims otherwise covered by the policy that are reported to the Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

I hereby certify that the wording of this instrument is identical to the wording in *40 CFR 280.97(b)(2)* and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more states.



Authorized Representative of Insurer

Biju Chacko

Name

Vice President, Westchester – Environmental

Title

400 Inverness Parkway, Suite 300, Englewood, CO 80112

Address